UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA, CIVIL ACTION NO.:

Plaintiff, HONORABLE:

VS.

PABLO RIVAS AKA PAUL RIVAS

Defendant,

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

- 2. The defendant entered into and signed a Guaranteed Student Loan Promissory Note in the County of Washtenaw, Michigan, within the jurisdiction of this Court, to borrow money from the United States of America, a copy of the Promissory Note is attached as Exhibit "A".
- 3. The defendant is a resident of Clark County, Washington and may be served with service of process at 1913 Leichner Road Vancouver, WA 98668-5763.

The Debt – Account No. 1999A20438

4. The debt owed to the United States of America is as follows:

A.	Current Principal (after application of all prior payments, credits, and offsets)	\$1,980.00
B.	Current Capitalized Interest Balance and Accrued Interest	\$692.56
C.	Administrative Fee, Costs, Penalties	\$ 87.00
D.	Credits previously applied-Debtor payments	\$638.00

E. Accrued Capitalized Interest since February 1, 1999

\$ 886.65

Total Owed \$3,008.21

The Certificate of Indebtedness, attached as Exhibit "B", shows the total owed excluding attorney's fees and CIF charges. The principal balance and interest balance shown on the Certificate of Indebtedness is correct as the date of the Certificate of Indebtedness after application of all prior payments, credits and offsets. Prejudgment interest accrues at the rate of 3% per annum.

Failure to Pay

5. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

- A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 and that interest on the judgment be at the legal rate until paid in full;
 - B. For attorney's fees to the extent allowed by law;
 - C. Filing fee of \$350.00 as premitted by 28 U.S.C. § 2412(a)(2); and,
 - D. For such other relief which the Court deems proper.

Respectfully submitted,

By: /s/ Craig S. Schoenherr, Sr.
CRAIG S. SCHOENHERR, SR. (P32245)
Attorney for Plaintiff
O'Reilly Rancilio PC
12900 Hall Rd Ste 350
Sterling Heights, MI 48313

Phone: (586) 726-1000 Fax: (586) 726-1560

cschoenherr@orlaw.com

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The Maker further understands and agrees, and it is understood	between the parties that:		
I. All sums advanced pursuant to this note are drawn from amended, hereinafter called the Act. Such terms of the note as a Regulations pertaining to such Act, copies of which shall be keep. It. Repayment of principal, together with interest thereon, able 9 months after the date on which the Maker ceases to car Stages approved for this purpose by the U.S. Commissioner of E academic workload and ending 10 years and 9 months after si such repayment period. Repayment of principal, together with ated installments determined in accordance with such schedules; bimonthly or monthly installments (as determined by the lendi of this note.	pt by the lending institution in the lending institution of his ducation, hereinafter call uch date. Interest of 3 per interest thereon, shall be a marked by the lend of the lend of the lending lend	in shall be constroon. riod commencing gher education, ced the Commission or centum per an emade in equal	(except when paragraph III(3) is applicate a comparable institution outside the mer, at least one-half the normal full-time num shalf accrue from the beginning of (or, if the Maker so requests, in gradu-
111. This note is subject also to the following conditions: (1) The Maker may at his option and without penalty p (2) In the event of a failure to meet a scheduled repayme cluding interest due and accrued thereon, shall, at the opt (3) Interest shall not accrue, and installments need not be higher education or at a comparable institution outside the full-time academic workload or (b) not in excess of 3 yes. Forces (Army, Navy, Air Force, Marine Corps, or Coast Act, or (iii) is in service as a volunteer under Title VIII o shall not be included in determining the 10-year period of (4) If the Maker undertakes service after June 30, 1972, ondary school which is in a school district of a local edut the Flementary and Secondary Education Act of 1965 are Commissioner in accordance with the provisions of section, one families, or (b) as a full-time teacher of handica vi nally handicapped, seriously emotionally disturbed, or a public or other nonprofit elementary or secondary school reduced at the rate of 15 per centum of the total principal wise, 20 per centum of the total principal amount plus in the total principal amount plus in the total principal amount plus interest thereon for the file.	ent of any of the installar- tion of the lending Institution of the lending Institution estates approved for this tark during which the Maket Guard) of the United States approved to the Economic Opportunituring which repayment medians a full-time teacher meational agency which is not which for the purposes on 465(a)(2) of the Act apped children (including other health-impaired chilol system, for each complated amount of the loan plus along the pear of such service.	ents due on this ion, become inim (n) during which purpose by the Cier (i) is on full-tinates, (ii) is in servicy Act of 1965 and the completed r in a public or of this clause and as a school with mentally retarded lidren who by reader year of such interest thereon d and fourth year the presch	Note, the entire unpaid indebtedness in- cliately due and payable. the Maker is carrying, at an institution of ommissioner, at least one-half the normal active duty as a member of the Armed vice as a volunteer under the l'eace Corps (vista). Any such period in (a) or (b) as specified in paragraph II, ther nonprofit private elementary or sec- year for assistance pursuant to Title I of I for that year has been designated by the a high enrollment of students from low- l, hard of hearing, deaf, speech impaired, son thereof require special education) in service the amount of this Note shall be for the first and second year of such ser- er of such service, and 30 per centum of
222(a)(1) of the Economic Opportunity Act of 1964 (He in the locality, and provided that the salary of such staff a tional agency, the principal amount of this Note shall be interest thereon for each complete year of such service. (6) If, after June 30, 1972, the Maker serves as a memba amount of this loan shall be reduced at the rate of 12½ pecomplete year of service in an area of hostifilies that qua	end start) which is operationermber is not more than reduced at the rate of 15 per of the Armed Forces of the total prices of the total prices.	the salary of a coer centum of the United States	omparable employee of the local educa- total principal amount of the loan plus es, up to 50 per centum of the principal
(7) The Maker is responsible for informing the lending i (8) Notwithstanding the repayment schedule otherwise of the rate of not less than \$30 per month. In the event the A funds authorized by the Act at one or more other lending the amount by which \$30 exceeds the total monthly rate of	institution of any change of alculable to Part II, the Al Maker receives or has rec institutions, He/She shall of principal repayment on	r changes in his a aker shall repay to cived other Nat I repay this note all such other los	ddress, the total principal amount of this loan at ional Direct Student Loans from other at a monthly rate equal to not less than ins.
IV. This Note shall not be assigned by the lending institution gram (or, if not so participating, is eligible to do so and is appraisingment may be made to (a) institutions other than those to stion ceases to function as an educational institution and (b) to the note that relate to the lending institution shall where appropriate V. The Maker hereby certifies that he has listed below all of the state of the lending institution and the state of the lending institution shall where appropriate v.	which the Maker has tran- ne United States if this not relate to an assignce.	er for such purp sterred or to the le has been in def	ose), so such institution; provided that United States where the lending institu- nult for two years. The provisions of this
obtained at other institutions. SCHEDULE OF NATIONAL DEFEN			₩
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Caveat—This note shall be executed without security and without endorsement, except that, if the maker is a minor and this note would not, under State I aw, create a binding obligation, either security or endorsement may be required. The institution shall supply a copy of this note to the maker.

City, State, Zip Code___

City, State, Zip Code,...

SSN 1

-5187

ID

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Pablo Rivas
5229 W Michigan Ave Apt 145 2
Ytsilanti, MI 48197
SSN: 5187

I certify that Department of Education records show that the debtor named above is indebted to the United States in the amount stated below plus additional interest from 02-01-99.

On or about 09-29-76, 01-15-77, 01-21-77 & 01-27-77, the debtor executed promissory note(s) to secure loan(s) of \$1,600.00, \$50.00, \$80.00 & \$250.00 from Brown Mackie College at 3.00 percent interest per annum. The institution made the loan(s) under the Federally-funded National Direct Student Loan, now Perkins Student Loan, programs authorized under Title IV-E of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087 aa et seq. (34 C.F.R Part 674). The institution demanded payment according to the terms of the notes and the debtor defaulted on the obligation on 01-31-80. Due to this default, the institution assigned all rights and title to the Department of Education.

After the institution credited all cancellations due and payments received, the debtor owed the school \$1,980.00 principal and interest in the amount of \$173.25. This principal and interest together with any unpaid late charges totaled \$2,153.25. The loan was assigned to the Department on 11-30-82.

Since assignment of the loan, the Department has received a total of \$456.47 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the debtor owes the United States the following:

Principal:	\$ 1,980.00
Interest:	\$ 692.56
Fees/Costs:	\$ 87.00
Late Charges:	\$ 0.00

Total Debt as of 02-01-99: \$ 2,759.56

Interest accrues on the principal shown here at the rate of \$.16 per day.

Pursuant to 28 USC S 1746(2), I certify under penalty of perjury that the foregoing is true and

correct.

Executed on:

Name:

Title: LOAN ANALYS

Branch: LITIGATION BRANCH

EXHIBIT B

B3-2/ED-DIV LITGN/COINDSL.DOC

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